

SOURCE	HOSPITAL		
EFF.	91	09	29
TERM.	93	09	28
No. OF EMPLOYEES	71		
NOMBRE D'EMPLOYÉS	71		

**FULL-TIME**

**COLLECTIVE AGREEMENT**

between

**SADBURY MEMORIAL HOSPITAL**

(hereinafter called the "Hospital")

and

**CUPE LOCAL 161**

(hereinafter called the "Union")

**Expires: September 28, 1993**

0594905

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## ARTICLE 1 - PREAMBLE

### **1.01**      Preamble

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients.

### **1.02**      Feminine/Masculine Pronouns

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

## ARTICLE 2 - DEFINITIONS

### **2.01**      Temporary Employee

Employees may be hired for a specific term **not** to exceed **six** (6) months, to replace **an** employee who will be on approved leave of absence, absence due to **W.C.B.** disability, sick leave, long term disability or to perform a special **non-recurring task**. This term may be extended a further six (6) months **on** mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons **shall** not be the subject of a grievance **or** arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement **and** any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to **the** vacancy, and the special conditions relating to such employment.

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### ARTICLE 3 - RELATIONSHIP

#### 3.01 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

### ARTICLE 4 - STRIKES & LOCKOUTS

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

### ARTICLE 5 - UNION SECURITY

#### 5.01 T4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

#### 5.02 Notification to Union

The Hospital will provide the union with a list, monthly of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

#### 5.03 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the hospital as part of the orientation program.

**5.04 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the union.

**ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES**

**6.01 Union Activity on Premises and/or Access to Premises**

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings of any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

**6.02 Labour-Management Committee**

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.



Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

### 6.03 Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

### 6.04 Central Bargaining Committee

In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7), and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven (7) Hospitals accordingly.

### 6.05 Union Stewards

The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their

probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function. The Union shall keep the Hospital notified in writing of the names of Union stewards appointed ~~or selected~~ under this Article as well as the effective date of their respective appointments. It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

The number of stewards and the areas which they represent, are to be determined locally.

#### 6.06 Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee.

The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

### ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or

alleged violation of the agreement including any question as to whether a matter is arbitrable.

**7.02** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of **his/her** steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

**7.03** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred **or** ought reasonably to have come to the attention of the employee and **failing** settlement within nine (9) calendar days, it shall then be taken **up** as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

**Step No. 1**

The employee may submit a written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his decision in writing within nine (9) calendar **days** following the **day** on which the grievance was presented to him. Failing settlement, then:

**Step No. 2**

Within nine (9) calendar **days** following *the* decision under Step No. 1, the employee may submit the written grievance to his Department Head who will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

**Step No. 3**

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator **or** his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. **It is** understood and **agreed** that a representative of the Canadian Union of Public Employees and the **grievor** may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such

counsel and assistance ~~as~~ he may desire at such meeting. The decision of the Hospital shall be ~~delivered in~~ writing within nine (9) calendar days following the date of ~~such~~ meeting.

**7.04** A complaint or grievance ~~arising~~ directly between the Hospital and the Union concerning the ~~interpretation~~, application or alleged violation of the Agreement shall be originated ~~at~~ Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. ~~It is~~ expressly understood, however, ~~that~~ the provisions of this Article may not be used with respect to a ~~grievance~~ directly affecting an employee which such employee could himself institute and the ~~regular~~ grievance procedure shall not be thereby bypassed.

**7.05** Where a number of ~~employees~~ have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have ~~come~~ to the attention of the ~~employee(s)~~. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

**7.06** The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance ~~or~~ Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee; ~~or~~
- (b) reinstating the employee with ~~or~~ without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension ~~or~~ discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

**7.07** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter

provided. If no written request for arbitration is received within **eighteen (18)** calendar days after the decision under Step No. **3** is given, the grievance shall be deemed to have been abandoned, Where such a **written** request is postmarked within sixteen (16) calendar days after the **decision** under Step No. **3**, it will be deemed to have been received within the time limits.

- 7.08** All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09** When either party requests that any matter **be** submitted to arbitration **as** provided in the foregoing Article, it shall make such request in **writing** addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto **by** the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (**14**) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11** **No matter may** be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15** The time limits set out **in** the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of **the** parties, shall result in the grievance being deemed to have been abandoned subject **only** to the provisions of Section 44 (6) of The Labour Relations Act.

- 7.16** Wherever Arbitration Board is referred to In the Agreement, the parties **may** mutually agree in **writing** to substitute a single arbitrator for the Arbitration Board at the time of reference to **arbitration** and the other provisions referring to Arbitration Board shall appropriately apply.

## **ARTICLE 8 - ACCESS TO FILES**

### **8.01 Access to Personnel File**

Each employee shall have reasonable access to **his/her** personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file.

### **8.02 Clearing of Record**

An employee's disciplinary record will be cleared after a period of two (2) calendar years of penalty-free conduct.

## **ARTICLE 9 - SENIORITY**

### **9.01 Probationary Period**

A new employee will be considered on probation until he **has** completed forty-five (45) days of work (or **337.5** hours of work for employees whose **regular** hours of work **are** other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will **be** in writing and will specify the length of the extension. The release **or** discharge of an employee during the probationary period shall not **be** the **subject** of a grievance or arbitration.

### **9.02 Definition of Seniority**

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the **above**, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

## 9.03

Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if he:

- (a) resigns;
- (b) is discharged and not reinstated through the **grievance/arbitration** procedure;
- (c) is retired;
- (d) is absent from scheduled **work** for a period of three **(3)** or more consecutive working days **without** notifying **the Hospital** of **such** absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four **(24) months**;
- (f) if the employee has been laid off and fails to return to work within seven **(7)** calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address **on** the records of the Hospital, **subject** to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent **due** to illness or disability for a period of thirty **(30)** calendar months from the time the disability **or** illness commenced.

## 9.04

Effect of Absence

- (a) **It is** understood that during an **approved** unpaid absence not exceeding thirty **(30)** continuous days **or** any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty **(30)** continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any **other** benefits under **any** provisions of the Collective Agreement or **elsewhere**, shall be suspended for the period of the absence in excess of thirty **(30)** continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which **he/she** is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen **(18)** months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen **(15)** weeks **if** an employee's absence is **due** to a disability resulting in W.C.B. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or L.T.D. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

## 9.05

### Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.

Each posting will contain the Department, job title, shift(s) involved and rate of pay. Applicants may apply in writing to the Personnel Office. Where there are



no successful applicants, an employee may be hired from outside the bargaining unit. The Employer ~~shall~~ have the right to **fill** any job **opening** on a temporary basis.

For clarification it is understood that both full-time and part-time employees may apply for vacancies in either bargaining unit and appointment shall ~~be~~ made of the senior applicant able to meet the normal requirements of the **job** regardless of the bargaining unit from which the individual **comes**.

#### **9.06 Transfer and Seniority Outside the Bargaining Unit**

Effective ~~for~~ employees transferred out of the bargaining unit subsequent to July **18, 1985**:

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six **(6)** months. Such employees on **temporary** assignments shall remain members of the bargaining unit.
- (b) An employee **who** is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee **is** returned by the **Hospital** to a position **in** the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six **(6)** calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

Note: Employees outside the bargaining unit as of July **18, 1985** will be credited with whatever seniority they held under **the collective** agreement expiring September **28, 1984** should they be returned to **the** bargaining unit subsequent to July **18, 1985**.

#### **9.07 Transfer of Seniority and Service**

Effective July **18, 1985** and for employees who transfer subsequent to July **18, 1985**:

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation **entitlement** and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;

- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

## 9.08

### **Notice and Redeployment Committee**

#### (a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff, or pay in lieu thereof.

**Note:** Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

#### (b) **Redeployment Committee**

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

##### (i) Committee Mandate.

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
- (a) within the bargaining unit; ~~or~~
  - (b) within another CUPE bargaining unit: or
  - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created ~~or~~ in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same ~~or~~ similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular ~~or~~ premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the

agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) **Disclosure**

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) **Alternatives**

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

**9.09 Layoff and Recall**

An employee in receipt of notice of layoff pursuant to **9.08(a)(ii)** may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article **18.03(b)**; or,
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article **9.08**.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid

- off employee is within **1%** of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority 'who is the least senior employee in the classification and ~~where~~ the straight-time hourly rate at the level of service corresponding to that of the employee is within **5%** of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff ~~or~~ displace another employee in accordance with **(a)** and **(d)** above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the **ability** to perform the **work** before such opening is filled on a regular basis under a job posting procedure. The **posting** procedure in the collective agreement shall not apply until the recall process has been complete.

In determining the **ability** of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff **should** it become vacant within **six (6) months** of being recalled.

**No** new employees shall **be** hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, ~~or~~ have been found unable to perform the work available.

The Hospital **shall** notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to **be** received on the **second** day following the date of **mailing**). The notification shall state the job to which the employee is **eligible** to be recalled and the date and time at which the employee shall report **for** work. ~~The~~ employee is ~~solely~~ responsible for **his** or her proper address being **on** record with the Hospital.

Employees on layoff shall be given preference for temporary vacancies which are **expected** to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not **be** required to accept such recall and **may** instead remain on layoff.

**No** full-time employee within the bargaining unit shall be laid off **by** reason of **his/her** duties being assigned to one or more part-time employees.

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 9.08.

#### 9.10 Benefits on Layoff

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

#### 9.11 Retraining

##### (a) Retrainina for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08(b)(i):

- ( i ) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- ( ii ) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be

granted an unpaid leave of absence which shall not exceed six (6) months.

- (iv) **Laid-off** employees who are approved **for** retraining in **order** to **qualify** for a vacant position within the Hospital will continue to **receive** insured benefits.

(b) **Placement**

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee **will be placed in** the job identified in **9.11(a)(i)**.

An employee **subject** to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

(c) **Regional Redeployment Committee**

A joint committee of the participating hospitals and local unions identified in Appendix "A" shall meet prior to **June 30, 1993**, and will establish Regional Redeployment Committee to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees.

Each Hospital will provide such Regional Redeployment Committee with the name, address, telephone number, and years of service and seniority of all employees who have been laid off.

In filling vacancies not **filled** by bargaining unit members, the Hospitals will be encouraged to give first consideration to laid-off employees who are on the list and who are qualified to perform the work. For **benefit-entitlement** purposes, it is recognized that Hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

**9.12**

**Separation Allowances**

- a) Where an employee resigns within **30** days after receiving notice of **layoff** pursuant to article **9.08(a)(ii)** that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (**83,000**) dollars.
- (b) Where **an** employee resigns later than **30** days after receiving notice pursuant to Article **9.08(a)(ii)** that his or her position will be eliminated,

he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

### 9.13 Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

### 9.14 Technological Change

The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.



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## **ARTICLE 10 - CONTRACTING OUT**

### **10.01 Contracting Out**

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual ~~part-time~~ employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

### **10.02 Contracting In**

Further to Article **9.08(b)(i)(1)** the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

## **ARTICLE 11 - WORK OF THE BARGAINING UNIT**

### **11.01 Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

### **11.02 Volunteers**

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked.

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## ARTICLE 12 - LEAVES OF ABSENCE

### 12.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

### 12.02 Union Business

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall *be* negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall *be* maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall *be* in addition to leave for Union Business under this clause.

### 12.03 (a) Full-Time Position with the Union

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall

accumulate **for** employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. **It will become** the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such **leave** of absence.

The employee **shall** notify the Hospital of **his** intention to return **to** work at least four **(4)** weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in **the** same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill **the vacancy resulting** from such leave on a temporary basis.

**12.03** (b) **Leave for OCHU President**

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such **employee(s)** elected to the position **of** the President of the Ontario Council of Hospital Unions for **period(s)** of up to two **(2)** years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union.

**There** shall be no **loss** of service **or** seniority during such **leave** of absence and the employee shall accumulate service and seniority on **the** basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall **be** maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty **(30)** days of billing.

The employee agrees to notify the Hospital of his intention to return to work at least four **(4)** weeks **prior** to the **date** of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been **on** leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

**12.04** **Bereavement Leave**

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three **(3)** consecutive calendar days off without **loss** of regular pay from **regularly** scheduled hours **in**

conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its **discretion**, may **extend** such leave with or without pay. Where an employee does not qualify under **the** above-noted conditions, the Hospital **may**, nonetheless, grant a **paid** bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are **deemed** to include a common-law spouse and a partner of the same sex.

## 12.05

### Jury & Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend **as** a witness in a court proceeding in which the Crown is a party, **or** is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) **notifies** the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the **employee's** attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an **official** receipt thereof.

In **addition** to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to **work** that day, the Hospital will attempt to reschedule the shift to include the **time** spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid **hours**, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and **(c)** above.

## 12.06

### Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the **Employment Standards Act**, except where amended in this provision. The service requirement **for eligibility** for pregnancy leave shall be thirteen **(13)** weeks of continuous service.

- (b) The employee shall give written notification at least two **(2)** weeks in advance of the date of commencement of such leave and ~~the~~ expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work ~~on the~~ date originally approved in subsection **(b)** above by **written** notification received by ~~the~~ Hospital at least two **(2)** weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary **Unemployment Benefit (SUB) Plan**, an employee who is on pregnancy leave **as** provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to **Section 18** of the **Unemployment Insurance Act**, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen **(15)** weeks. The **supplement shall** be equivalent to the difference between **ninety-three percent (93%)** of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance **cheque stubs** shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

The employee's normal **weekly** earnings shall be determined by multiplying her regular hourly rate on her last **day worked** prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive **if she** were not on pregnancy leave.

In addition to the foregoing, the **Hospital** will pay the employee **ninety-three percent (93%)** of her normal weekly earnings during the first two **(2)** week period of the leave while waiting to receive Unemployment Insurance benefits.

The employee does not have any vested **right** except to receive payments for the covered unemployment period. **The** plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen **(17)** weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen **(17)** weeks while ~~the~~ employee is on pregnancy leave.

- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## 12.07

Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Unemployment Insurance benefits and any other earnings.

Receipt by the Hospital of the employee's unemployment insurance cheque stub will serve as proof that the **employee** is in receipt of unemployment parental benefits.

The employee's normal weekly earnings **shall** be determined by multiplying the employee's regular hourly rate on his or her last day **worked** prior to the commencement of the leave times **the** employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or **she** were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (**93%**) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive **Unemployment Insurance** benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (**18**) weeks while an employee is on parental **leave**.
- (g) The Hospital will continue to **pay** its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## 12.08

### **Education Leave**

**I**f required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write **examinations** to upgrade his **or** her employment qualifications.

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to

enable attendance at a recognized upgrading course or seminar related to employment with the Hospital.

## 12.09

**Pre-Paid Leave Plan**

Effective March **31, 1993**, the Hospital agrees to introduce a **pre-paid** leave program, funded **solely** by the employee subject to ~~the~~ following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' **salary** over a five (5) year period, in accordance with Part **LXVIII** of the **Income Tax Regulations**, Section **6801**, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. ~~the~~ salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) **During** the four (4) years of salary deferral, **20%** of the employee's gross annual earnings will be deducted and held ~~for~~ the employee and will not be accessible to the ~~employee~~ until the year of the leave ~~or~~ upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall ~~be~~ at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. ~~During~~ the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the **full** payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in



**accordance** With the Plan. The employee will not be eligible to Participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from *the* plan at any time during the deferral **portion provided** three (3) months notice is given to the Hospital. Deferred **salary**, plus accrued interest, if any, **will be returned** to the employee within a reasonable period of time.
- (j) **If the employee** terminates employment, the deferred **salary held by the Hospital** plus accrued interest, if any, **will be** returned to the employee within a reasonable period of time. **In** case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee **as** far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or **of** withdrawing from the Plan and **having** the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable **job**.
- (m) Final approval for entry into the prepaid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to **make** the appropriate deductions from the employee's pay. Such agreement **will** include:
  - ( i) A statement that the employee is entering the **pre-paid** leave program in accordance with this Article of the collective agreement.
  - ( ii) The period of salary deferral **and** the period for which **the** leave is requested.
  - (iii) The manner in which **the** deferred salary is **to be held**.

The letter of application **from** the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

**ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY****13.01      HOODIP**

- a) The Hospital will ~~assume~~ total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the 1984 Hospitals of Ontario Disability Income Plan Brochure.

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service.

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
  - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
  - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
  - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that

is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from **the** employee will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of **the Workers' Compensation Board for loss** of wages, together with the supplementation of the Hospital, will equal **100%** of the employee's net earnings, to the limit of **the** employee's accumulated sick leave credits.

- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (**2**) days of the fourth and subsequent period of absence in any calendar year.
- (f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- (g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.

### 13.02 Injury Pay

If an employee is injured on the **job** and his supervisor excuses him from further **duty** for the **balance** of his shift, the employee's regular rate of **pay** shall continue for the balance of that **shift** and there shall be no deduction from sick leave or other credits.

### 13.03 Payment Pending Determination of WCB Claims

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term **sick** leave plan. Payment **will be** provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The **Workers'** Compensation Board. **If** the claim for Workers' Compensation is not approved, the monies paid as an advance **will be** applied towards the benefits to which the employee would be entitled under the short term **sick** leave plan. Any payment under this provision will continue for a maximum of fifteen (**15**) weeks.

**ARTICLE 14 - HOURS OF WORK****14.01**     Daily & Weekly Hours of Work

The standard work day for all employees shall be seven and one-half (7½) hours exclusive of one-half (½) hour unpaid meal break. The meal period shall be an uninterrupted period, except in cases of emergency.

The regular work week for all employees shall average thirty-seven and one-half (37½) hours per week exclusive of meal times over a two (2) week period.

**14.02**     Rest Periods

The Hospital will schedule one fifteen (15) minute rest period for each full scheduled half shift.

**14.03**     Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

**ARTICLE 15 - PREMIUM PAYMENT****15.01**     Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in wage schedule of the Collective Agreement.

**15.02**     Definition of Overtime

All hours worked in excess of seven and one-half (7½) hours per day or **seventy-five** (75) hours in a two (2) week period shall be paid at **the** rate of **time and** one-half (1½) the employee's hourly rate, provided, however, that time necessary to finish the assigned work on an irregular basis shall be deemed "tag end" and shall not be counted as overtime. "Tag end" **is** defined as the time necessary on an irregular basis to finish an assigned task **which** cannot reasonably be completed by another employee.

**15.03**     Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1 1/2) the employee's straight-time hourly rate.

Overtime premium will not be duplicated nor pyramided nor **shall** other premiums be duplicated nor pyramided nor **shall** the same hours worked be

counted as part of the normal work week and also as hours for which the overtime premium is paid.

**15.04**      **Time Off in Lieu of Overtime**

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

**Time off in lieu** may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

**15.05**      **Reporting Pay**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 1/2) hours per day will receive a pro-rated amount of reporting pay.

**15.06**      **Call-Back**

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Superior provisions shall remain.

**15.07**      **Standby**

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.00 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

**15.08**      **Temporary Transfer**

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

**15.09 Shift and Weekend Premium**

Employees shall be paid a shift premium of forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five (45¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

**ARTICLE 16 - HOLIDAYS**

**16.01 Number of Holidays**

There shall be twelve (12) holidays and these holidays are set out in the Local Provisions Appendix.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

**16.02 Definition of Holiday Pay and Qualifiers**

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in the Local Provisions Appendix, or to qualify for a lieu day an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in the Local Provisions Appendix, and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

**16.03**      Payment for Working on a Holiday

If an **employee** is required to work on any of the holidays set out in the **local Appendix** the employee shall be paid at the rate of time and one **half (1 ½)** her regular **straight** time hourly rate of pay for all hours worked on such holiday **subject** to Article **16.04**. In addition, if the employee qualifies **in** accordance with **Article 16.02** above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate **of pay** times the **employee's** normal daily hours of **work**.

**Note:** Other provisions **if any**, relating to the scheduling of **lieu** days **or** relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix.

**16.04**      Payment for Working Overtime on a Holiday

**Where** an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.

**ARTICLE 17 - VACATIONS****17.01**      Full-Time Vacation Entitlement. Qualifiers and Calculation of Payment

An employee who has completed one (1) year but **less than two (2)** years of continuous service shall be entitled to two (2) weeks annual Vacation, with pay.

An employee who has **completed** two (2) years but less than **five (5)** years of continuous service shall be entitled to three (3) weeks annual vacation, with **pay**.

An employee who has completed five (5) years but **less** than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with **pay**.

An employee who has completed fifteen (15) years but **less** than twenty-five (25) years of continuous service shall be entitled to **five (5)** weeks annual vacation, with pay.

An employee who **has** completed twenty-five (25) years or more **of** continuous service shall be entitled to six (6) weeks annual vacation, with pay.

Vacation **pay** shall be calculated on the **basis** of the employee's regular straight **time rate** of pay times their normal weekly hours of work, **subject to** the application of Article **9.04**, Effect of Absence.

17.02 Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

17.03 Illness During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

**ARTICLE 18 - HEALTH & WELFARE**

18.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier,
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.



- 18.01 (c) The Hospital agrees to **contribute 100%** of the billed premium **towards** coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect **providing** the balance of the monthly premium **is paid** by the employee **through** payroll deductions.
- (d) The Hospital agrees to contribute **75%** of the billed premiums towards **coverage** of **eligible** employees in the active employ of the Hospital under the Blue Cross **#9 Dental** Plan or comparable coverage **with** another carrier (based on the **current ODA** fee schedule as it may be updated from **time to time**) providing the balance of the **monthly** premiums are **paid** by the employee **through** payroll deduction.
- (e) The Hospital will provide equivalent coverage to all employees **who retire early and have not yet** reached age **65** and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees **for semi-private**, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.
- The **early-retired** employee's share towards the billed premium of the insured benefit plans will be deducted from his **or** her **monthly** pension cheque.
- (f) A copy of all current master policies of the benefits referred to in this Article **shall** be provided to the Union.

18.02 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any plan (other than **OHIP**) provided the benefits conferred thereby are not **in** total decreased. Before making such a substitution, the Hospital **shall notify** the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, **the** Hospital shall provide to the Union, full specifications of the benefit **programs** contracted for and **in** effect **for employees covered** herein.

18.03 (a) Pension

All present employees enrolled in the Hospital's pension plan shall maintain their **enrolment** in the plan subject to its terms **and conditions**. New employees and employees not yet **eligible** for **membership** in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

18.03 (b)

Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.08(a)(iii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(iii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

ARTICLE 19 - HEALTH & SAFETY

19.01

Protective Footwear

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- 1) Maintenance
- 2) Grounds
- 3) Ambulance
- 4) Stores (only where frequently working in storage areas)
- 5) Portering (as determined by the Hospital) heavy carts on a regular basis, e.g. linen carts, food wagons.

ARTICLE 20 - COMPENSATION

20.01

Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the

## 20.01

local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.C.B. an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

## 20.02

Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

**ARTICLE 21 - DURATION****21.01      Term**

This agreement shall be binding and continue in effect and shall continue **from** year to year unless either party gives written notice to the other **party** of its desire to bargain **for amendments** within ninety (**90**) days **prior** to the termination date of September **28, 1993**. Upon receipt of such **notice** by one party or the other, both parties **will** meet thereafter for the purpose of bargaining.

**21.02      Central Bargaining**

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, **either** party to this Agreement may give **notice to** the **other party** of its desire to bargain for amendments on local matters **proposed for** incorporation in the renewal of this Agreement and negotiations on **local matters** shall take place during the period from **120 to 60** days prior to the termination date of this Agreement. Negotiations **on** central matters shall **take place** during the period commencing forty-five days prior to the termination date of this Agreement.

It is understood and agreed that "**local matters**" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining **directly between** the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central **negotiating** committees referred to above. For such purposes, it is further understood that the central negotiating committees **will** meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in central negotiations, **if any**, and the conditions for such central bargaining.

Dated at Sudbury , Ontario this 6<sup>th</sup> day of December 1994.

FOR THE LOCAL UNION

*Ray A. [Signature]*

*Marna Fitzgerald*

*[Signature]*

FOR THE HOSPITAL

\_\_\_\_\_

*Wayne C. Seager*

*[Signature]*

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# SCHEDULE "A" CUPE SHOWING PAY EQUITY

**FULL-TIME AND PART-TIME  
EFFECTIVE SEPTEMBER 29, 1991**

<b>CLASSIFICATION</b>	<b>EFFECTIVE DATE</b>	<b>START</b>	<b>AFTER 1 YEAR 1725 HOURS</b>	<b>AFTER 2 YEARS 3450 HOURS</b>
<b>LINEN AIDE</b>	01/01/91	12.57	12.80	13.00
	29/09/91	12.69 (.12)	12.92 (.12)	13.13 (.13)
pry Equity .21	01/01/91	12.90	13.13	13.34
	29/09/92	13.15 (.25)	13.38 (.25)	13.60 (.26)
Pay Equity .17	01/01/93	13.32	13.55	13.77
<b>Special Adjustment For Comparator:</b>	01/01/93	13.32	13.55	13.78 (.01)
<b>HOUSEKEEPING AIDE</b>	01/01/91	12.57	12.80	13.00
	29/09/91	12.69 (.12)	12.92 (.12)	13.13 (.13)
Pay Equity .21	01/01/92	12.90	13.13	13.34
	29/02/92	13.15 (.25)	13.38 (.25)	13.60 (.26)
Pay Equity .23	01/01/93	13.38	13.61	13.83
Pay Equity .25	01/01/94	13.63	13.86	14.08
<b>DIETARY AIDE</b>	01/01/91	12.57	12.80	13.00
	29/09/91	12.69 (.12)	12.92 (.12)	13.13 (.13)
Pay Equity .21	01/01/92	12.90	13.13	13.34
	29/09/92	13.15 (.25)	13.38 (.25)	13.60 (.26)
Pay Equity .23	01/01/93	13.38	13.61	13.83
Pay Equity .25	01/01/94	13.63	13.86	14.08
<b>S.P.D. AIDE</b>	01/01/91	12.57	12.99	13.43
	29/09/91	12.69 (.12)	13.12 (.13)	13.56 (.13)
Pay Equity .21	01/01/92	12.90	13.33	13.77
	29/09/92	13.15 (.25)	13.58 (.25)	14.03 (.26)
Pay Equity .23	01/01/93	13.38	13.81	14.26
<b>Special Adjustment for Comparator:</b>	01/01/94	13.78	14.14	14.48 (.22)
<b>NON REGISTERED NURSING ASST.</b>	29/09/90	12.68	13.04	13.25
	29/09/91	12.81	13.17	13.38
	29/09/92	13.07	13.43	13.65
<b>COOK I</b>	01/01/91	13.14	13.41	13.75
	29/09/91	13.27 (.13)	13.54 (.13)	13.88 (.13)
pry equity .21	01/01/92	13.48	13.75	14.09
	29/09/92	13.74 (.26)	14.01 (.26)	14.36 (.27)
Pay Equity .10	01/01/93	13.78 (.04)	14.11	14.46
<b>Special Adjustment For Comparator:</b>	01/01/93	13.78	14.14 (.03)	14.48 (.02)

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>START</u>	<u>AFTER 1 YEAR 1725 HOURS</u>	<u>AFTER 2 YEARS 3450 HOURS</u>	
<b>JANITOR/PORTER</b>	29/09/90	13.38	13.72	14.06	
	29/09/91	13.51	13.86	14.20	
	29/09/92	13.78	14.14	14.48	
<b>COOK II</b>	01/01/91	13.89	14.24	14.58	
	29/09/91	14.03 (.14)	14.38 (.14)	14.72 (.14)	
	Pay Equity .21	01/01/92	14.24	14.59	14.93
		29/09/92	14.51 (.27)	14.87 (.28)	15.22 (.29)
	Pay Equity .23	01/01/93	14.74	15.10	15.45
	Pay Equity .25	01/01/94	14.99	15.35	15.70
<b>REG. NURSING ASST.</b>	01/01/91	14.24	14.65	15.09	
	29/09/91	14.38 (.14)	14.79 (.14)	15.24 (.15)	
	Pay Equity .21	01/01/92	14.59	15.00	15.45
		29/09/92	14.87 (.28)	15.29 (.29)	15.75 (.30)
	Pay Equity .23	01/01/93	15.10	15.52	15.98
	Pay Equity .25	01/01/94	15.35	15.77	16.23
<b>ORDERLY</b>	29/09/90	14.09	14.42	14.72	
	29/09/91	14.23	14.56	14.87	
	29/09/92	14.51	14.85	15.17	
<b>MAINTENANCE I</b>	29/09/90	14.67	14.93	15.29	
	29/09/91	14.82	15.08	15.44	
	29/09/92	15.12	15.38	15.75	
<b>MAINTENANCE II</b>	29/09/90	15.70	16.11	16.51	
	29/09/91	15.86	16.27	16.68	
	29/09/92	16.18	16.60	17.01	
<b>MAINTENANCE III</b>	29/09/90	17.72	18.16	18.63	
	29/09/91	17.90	18.34	18.82	
	29/09/92	18.26	18.71	19.20	

## LOCAL ISSUES

### A. RECOGNITION

A - 1 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer at its Hospital at Sudbury, save and except Professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors and foremen, persons above the rank of supervisors or foremen, chief engineer, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and those covered by subsisting collective agreements.

### B. MANAGEMENT RIGHTS

B - 1 The Union acknowledges *that* it is the exclusive right and power of the Employer:

- a) to discharge employees for just cause subject to the use of the Grievance Procedure;
- b) to direct the working forces, to hire, promote, demote, transfer, lay off, suspend or otherwise discipline employees for just cause;
- c) generally to manage and operate the Hospital in all respects in accordance with its obligations, and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used and allocation and number of employees required from time to time, the standards of performance of all employees and all other matters concerning the Hospital's operation not otherwise specifically dealt with elsewhere in this Agreement;
- d) to maintain order, discipline and efficiency and to make and alter from time to time rules and regulations to be observed not inconsistent with the provisions of this Agreement.



C. **UNION SECURITY**

C - 1 **Check-off**

The Employer will during the life of this Agreement deduct from each pay cheque due to each employee in each calendar month, amounts of union dues and assessments. Such deductions shall be forwarded to the bank of the Union's choice within ten (10) working days after the employees final pay that month. The Employer shall provide the Union each month with a list of the additions and deletions from the dues check-off list. This list will include anticipated retirements in the following month.

C - 2 All full-time employees, whether a member or not, after completing their probationary period, shall be required to pay an amount equal to the current monthly dues, as long as the Union is the recognized bargaining agent.

C - 3 It is agreed that upon commencement of employment, new employees will be advised by a representative of the Personnel Department of the Employer of the existence of the Union and the conditions surrounding their employment as contained in the herein Collective Agreement and any rules that may be formulated under its terms.

D. **UNION REPRESENTATION COMMITTEES**

D - 1 **Stewards**

There may be no more than two (2) Stewards per Department with the exception of Plant Maintenance which will have one (1) Steward. An employee may be represented by either a full-time or part-time employee who is a Steward. Each Steward shall deal with matters concerning employees in the Department which he represents, except in cases of emergency, where he may represent employees in other Departments in the absence of the Department's Steward(s). There may be one (1) Chief Steward selected from any department. Such appointment will not effect the allotment of Stewards from that Department.

**D - 2      Local Bargaining Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a Local Bargaining Committee of **not** more than six (6) **employees (from either the full-time or part-time bargaining units)** and **will** recognize and **deal** with said committee. **There** shall be **no more than two (2) local bargaining committee** members from each department with the exception of the Materiel Management and the Plant Maintenance Departments where there shall be **no more** than one (1) member from each department. Payment for time spent at such meetings shall be limited to five (5) members only.

**D - 3      Grievance Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of five (5) members from amongst the stewards, two (2) of whom **may be** part-time employees, provided that not **more** than three (3) members shall **attend** any joint meeting of the parties.

**D - 4      Union Protocol**

Union Stewards and members of the Committee must obtain **permission from** their immediate supervisors **before** absenting themselves **from** their immediate place of **duty** in order to **deal with** grievances or other Union business connected **with** this Agreement. Such persons **shall** not be unreasonably refused having regard to the efficiency of operations of the Hospital.

**D - 5      Labour Management Committee**

The **parties hereby** agree to appoint a Labour Management Committee **consisting** of three (3) employees appointed by the Union, **one (1)** of whom **may be** a part-time employee, and three (3) members appointed by **the** Employer.

**D - 6      List of Union Representatives**

The Union agrees to notify the Employer in writing of the **names** of its **Local Officers, Stewards, Chief Steward** and Committee members and **only** thus named **shall** be recognized by the Employer.

D - 7

**Union Business**

- (a) The Employer may grant leave of absence to employees to attend Union conventions, seminars, educational ~~classes or~~ other Union business. It is understood that the leaves of absence for any one employee shall not exceed eight (8) weeks in any one (1) calendar year. When leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than three (3) employees at one time and the Union shall be responsible for the payment of wages during the time of absence.
- (b) Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for receipt of such pay. The Union undertake to give the Employer as much notice as possible prior to such leave being taken.
- (c) In the event that an employee of the Hospital is elected President of Local 161, he or she shall be granted leave of absence for Union Business without loss of pay or benefits. The Union shall reimburse the Hospital for such pay and benefits. The Union shall give the Hospital three (3) days notice of such leave where reasonably practicable.

E

**SENIORITY**

E - ?

**Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and an up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January of each year.

In addition, the Hospital will prepare and post a revised copy of the January seniority list to include hours worked from January 1 to June 30 (for the P.T. seniority list), as well as the additions and deletions of members. A COPY of this revised seniority list will be sent to the Union. It is understood that seniority lists which are posted will be deemed to be correct and no further changes will be made to them six (6) months after posting.

Departmental seniority lists will be permanently posted in each department.

E - 2      **Unsuccessful Applicants**

The unsuccessful applicants may, if desired, apply to the Director of Personnel or his designee for an interview to discuss the reasons why they did not receive the position.

F.            **SICK LEAVE**

F - 1        **Reporting While on Extended Sick Leave**

Employees on extended sick leave are required to contact the Health Unit every two (2) weeks to review their health situation with the Employee Health Nurse.

F - 2        **Calculating Sick Days**

In calculating sick days only those days on which the employee would have worked shall be counted.

G.            **HOURS OF WORK**

G - 1        **No Guarantee**

The Employer does not guarantee to provide employment or work for normal hours or for any other hours.

G - 2        **Time Off**

The Employer undertakes to use its best effort consistent with the proper management of the Hospital to ensure that days off may be taken consecutively and days off rotated so as to effect an equal distribution of weekends off amongst the employees. Weekends off shall average at least one (1) in four (4), and shall be distributed as equally as possible throughout the year. A minimum of thirty-two (32) hours off after night duty shall be allowed. Employees shall not be required to work in excess of seven (7) consecutive days.

Notwithstanding the above, the Employer shall endeavour whenever reasonably possible to limit the number of consecutive shifts to six (6).

**G - 3      Shift Schedules**

While it is the prerogative of the Employer to prepare shift personnel schedules, the Employer **will** make every reasonable effort to minimize the **incidences** of short changes, that is eight (8) hours **rest between shifts**. The Employer undertakes **wherever** possible to post **schedules** a minimum of **two (2)** weeks in advance and **which** will cover a period of at least twelve (12) **weeks**. Wherever there is a change in the posted shift schedule the Hospital will endeavour to give **forty-eight (48)** and will give twenty-four (24) hours notice of shift changes.

**G - 4      Trading Off**

Employees shall be allowed the trading off of days off or of shifts with another employee of their own classification, subject to the approval of their **immediate** supervisor. Such mutual exchanges will not require the Hospital to **pay** overtime rate of **pay**.

**G - 5      Time Off Between Shifts**

Employees who work overtime which results in **less** than eight (8) hours rest after the completion of their overtime period and the commencement of their next regular **shift**, may be required to take time off to enable them to have a **full** eight (8) hour **rest** period between such **overtime** period and commencement of **work** on their regular shift.

**H.      IMPAIMENT****H - 1      Distribution of Overtime**

The Hospital will, whenever **possible, equitably** distribute **overtime** to employees within the department, who **are qualified, willing and** already at work when the need for overtime is identified by the immediate supervisor.

**H - 2      Meal Tickets**

An employee who is required to **work** in excess of two (2) **hours beyond** the end of his regularly scheduled **full** shift shall be provided with **a** meal. Where a meal is not **provided**, a meal ticket will be provided **which may be** cashed in for four dollars (**\$4.00**).

H - 3

**Transportation Allowance**

The Hospital will pay Registered Nursing Assistants working in the Operating Room a transportation allowance of two dollars (\$2.00) per trip or ~~twenty-three~~ (23) cents per kilometre, whichever is requested, when reporting for callbacks.

**I. BOOKING OFF SHIFTS FOR ILLNESS OR EMERGENCY**

I - 1 **Employees shall give the Hospital notice of their need to be absent due to illness or an emergency as soon as it is possible to do so.**

**J. LATE REPORTING**

J - 1 Employees who report late for work will be **penalized** in accordance with the following schedule:

5 - 15 minutes - 15 minutes penalty

16 - 30 minutes - 30 minutes penalty

31 - 60 minutes - 60 minutes penalty

**K. HOLIDAYS****K - 1 Designated Holidays**

Employees who have completed their probationary period and qualify under **16:02** shall **receive the following twelve (12)** holidays with pay:

New Year's Day

August Civic Holiday

2nd Monday in February  
(or Heritage Day if so  
proclaimed)

**Labour Day**

Good Friday

Thanksgiving Day

Easter Monday

Christmas Day

Friday prior to  
Victoria Day

Victoria Day

Dominion Day

Boxing Day

U - 2

**Holiday on Non-Working Day**

&amp;\*-

If a holiday falls on an employee's regular scheduled day off, the employee shall not receive a day's pay at that time but, if he qualified for the original holiday in accordance with 16.02 above, he shall receive **another** day off with pay at a mutually agreeable time within thirty (30) days following the holiday, a mutually agreeable day must be scheduled or the **employee** paid a day's pay at that time.

L.

**VACATIONS**

L - 1

**Holiday in Vacation Period**

When a **paid** holiday falls during an employee's scheduled vacation period he shall be paid for the holiday and retain the vacation day to be scheduled as arranged with his Department Head.

L - 2

Vacations are not cumulative beyond the annual allowance.

L - 3

**Scheduling of Vacations**

All vacations **shall be** arranged so as not to interfere with proper functioning of the individual departments and the Hospital, and shall be approved by **the** Department Heads. Where two (2) or more employees request vacation during the same period, bargaining unit-wide seniority shall govern.

An employee shall be entitled to receive **his/her** vacation in an unbroken period (**except** during June, July and August when he or she may take a maximum of an unbroken **four (4) weeks** of his or her entitlement) **subject to paragraph one above**, unless otherwise mutually agreed between the employees and **the** Employer.

Vacation requests must be received by the **Hospital** by April 1 each year to receive seniority priority. Vacation schedules based on such requests will be posted by **May 1** of each year.

**M. BULLETIN BOARDS**

**M - 1**      **The Employer** shall provide a bulletin board upon which the Union shall have the right to post **notices** of meetings and such other notices as may be of interest to ~~the~~ **employees** provided that such notices are first submitted to the Director of ~~Personnel~~ or his designee for his approval before posting.

**N. GENERAL**

**N - 1 Health Examinations**

When required by the Employer, the employees will submit to a physical examination, stool examination and/or culture, including laboratory tests, x-rays, inoculations and vaccinations; it being understood that the expense of such shall be borne by the Employer and without limiting the generality of the foregoing, ~~the employees~~ agree to submit to any examination required from time to time by **the Public Hospitals Act, R.S.O. 1982 Ch. 865** and amendments thereof ~~and/or~~ regulations thereto. ~~It~~ is understood that health reviews will be conducted during **normal** working hours.

**N - 2 Uniforms**

The Employer agrees to maintain its present policy with regard to laundering and supplying uniforms to members of the staff, that is, Nursing, Housekeeping, **Dietary, Maintenance, S.P.D., Linen,** and Registered Nursing Assistants.

**N - 3 Older Employees**

Employees, who through age or physical disability **are** or **become** no longer capable of performing all of the essential duties of their work may, at the discretion of the Employer, be retained in the employment of the Employer, provided suitable work is available. In such cases the wage provisions of the Agreement may not apply for such employees and **the** Employer shall have the right to establish what it considers an equitable rate of pay after consultation **with** the Union.



**O. TERMINATION OF EMPLOYEES**

**O - 1** Subject to **Article 9.03**, except in cases of dismissal for just cause the Employer may terminate the **employment** of an employee on a two **(2) week basis** upon giving **two (2) weeks** notice and any such employee may resign on **giving** the Employer **two (2) weeks** previous notice.

**P. COPIES OF AGREEMENT**

**P - 1** The Union and the Hospital desires every employee to be familiar with the Provisions of this Agreement and his rights and obligations **under** it. **For this reason**, both parties shall share **equally** the cost of the printing.

**Q. COMPENSATION**

**Q - 1 Anniversary Increases**

Effective January **01, 1986**:

Employees not at their maximums **will** receive their **increments** effective on their anniversary date or adjusted anniversary date.

**R. MISCELLANEOUS'**

**R - 1** The Hospital **will** provide the Union **with** a list of addresses of all employees in the bargaining unit **on** April 1st of each year.

**R - 2** The Hospital **will** supply the Union once a month with a list of all part-time employees, including their **total hours** worked in **the** previous month.

**S. ANNUAL EVALUATIONS**

**S - 1** Employees **shall** be given copies of **their** annual evaluations, **if requested**.

**T. HEALTH & SAFETY**

**T - 1 Health & Safety Committee**

- (a) The Hospital and ~~the~~ Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its **Accident Prevention Health & Safety Committee** at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee **shall** identify potential dangers and **hazards**, institute **means** of improving health and safety programs and **recommendations** to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing **necessary** information to **enable** the Committee to fulfil **its** functions.
- (e) Meetings shall be held every second month or more frequently at the **call** of the chair if required. The **Committee** shall maintain minutes of **all** meetings and **make the** same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year **from** the date of appointment which may be renewed for further periods of one (1) year. Time off for such **representative(s)** to attend **meetings** of the Accident Prevention - Health and Safety Committee in accordance **with** the foregoing **shall** be granted and time so spent attending such meetings **shall** be **deemed to** be work time for which the **representative(s)** shall be paid by the Hospital at his regular or premium rate as **may** be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the **observation** of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk, **If** such a transfer **is** not feasible, ~~the~~ pregnant employee, if **she so** requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in **Article 12.06**.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis **B**, the Hospital **will** provide, at no cost to the employees, a Hepatitis **B** vaccine.

**LETTER OF UNDERSTANDING**

between

**SUDBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161**

**Re: Uniforms, Registered Nursing Assistants**

**The Hospital's** policy with regard to supplying uniforms to Registered Nursing Assistants will be to supply a **\$60.00** voucher redeemable at **Uniform Fashion Shop, 1942 Regent Street South.**

**In full and** complete settlement of the above Issue the **Hospital** and the Union **agree** to the following:

1. The Hospital will make available, as soon as possible **after** signing of this Agreement, a purchase voucher to each R.N.A. who was on staff as of **9 February 1989.**
2. **In 1990 and subsequent years R.N.A.'s** on staff as of **1** January of each year will receive an additional voucher as described above.
3. **It is** understood *that the* above does **not** apply to R.N.A.'s currently supplied with uniforms by the Hospital (**e.g. O.R.**).

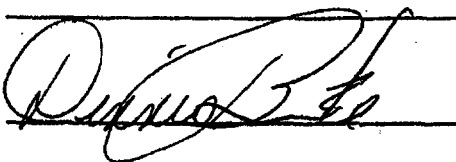
SIGNED AT Sudbury, Ontario this *6<sup>th</sup>* day of *December* 1994.

FOR THE UNION:

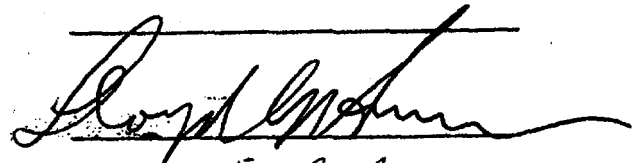




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FOR THE HOSPITAL:





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**LETTER OF UNDERSTANDING**

between

**SADBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161**

In the event that the Health and Safety Committee member selected for certification is not a C.U.P.E. member, the Hospital acknowledges that the local Union may provide for this training for its worker representative.

The Hospital agrees to recognize such C.U.P.E. member or members as "Certified Workers" provided the training is in accordance with the applicable Government Regulations.

SIGNED AT Sudbury, Ontario this *6<sup>th</sup>* day of *December*, 1994.

FOR THE UNION.

*[Signature]*  
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*[Signature]*  
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*[Signature]*  
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FOR THE HOSPITAL:

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*[Signature]*

*[Signature]*  
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LETTER OF UNDERSTANDING

between

SUDBURY MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161

Re: R.N.A. Inservice Education

The Parties agree that the Hospital has demonstrated a commitment towards ensuring that R.N.A.'s can acquire and update the skills that R.N.A.'s are required to possess in their functioning in the Hospital.

SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December, 1994.

FOR THE UNION:

*[Signature]*

*[Signature]*

*[Signature]*

FOR THE HOSPITAL:

*[Signature]*

*[Signature]*

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**LETTER OF UNDERSTANDING**

between

**SUDBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161**

**Re: Modified Work Programs**

The Parties agree that employees participating in modified work programs may be allowed to attend therapy treatment programs related to their disability as part of the program. It is understood that such appointments will be scheduled so as not to interfere with their progression in the modified work program and will be scheduled with the approval of the Hospital.

SIGNED AT Sudbury, Ontario this *6<sup>th</sup>* day of *December*, 1994.

FOR THE UNION:

*Ray D. Tolson*  
*James Fitzgibbon*

\_\_\_\_\_

*Revis D. L.*

FOR THE HOSPITAL:

\_\_\_\_\_  
*Lloyd H.*  
*Marion C. Leaver*

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\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

between

**SUDBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161**

The Parties agree to meet on request to discuss the feasibility of adjusting work schedules to allow for physician ordered treatment of work-related injuries.

SIGNED AT Sudbury, Ontario this *6<sup>th</sup>* day of *December* . 1994.

FOR THE UNION:

*Roy H. [Signature]*

*Maura Fitzgerald*

\_\_\_\_\_

*Dennis [Signature]*

FOR THE HOSPITAL:

*[Signature]*

*Duncan [Signature]*

\_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING

between

SUDBURY MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161

Upon receiving notification from Workers' Compensation of the essential duties or alternative suitable work notice, the Hospital agrees to inform the Union.

It is further understood and agreed that the Union shall be informed of meetings held with the Hospital and/or the injured worker and/or the Workers' Compensation Board. Prior notice shall be given to the Union so that the Union may have a representative attend such meetings.

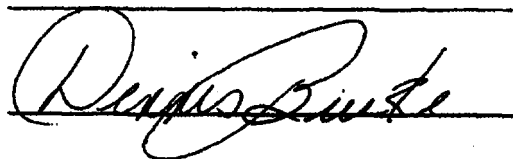
SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December, 1994.

FOR THE UNION:

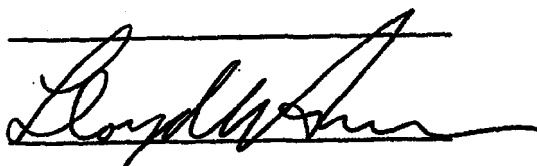





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FOR THE HOSPITAL:





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**LETTER OF UNDERSTANDING**

between

**SUDBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161**

The parties agree that:

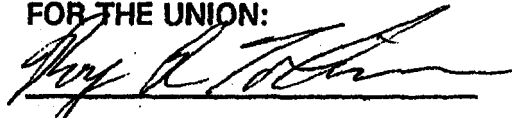
- a) voluntary **service**, rehabilitation, and work experience programs; and,
- b) the return to work following W.C.B. disability; and,
- c) the option of alternative employment during pregnancy for employees working with Video Display Units

may be matters for discussion at Labour Management Committee meetings.

The parties will meet, at the request of either Management or the Union, within ninety (90) days of the signing of this Collective Agreement to discuss these matters.

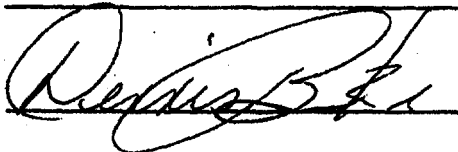
SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December 1994.

FOR THE UNION:

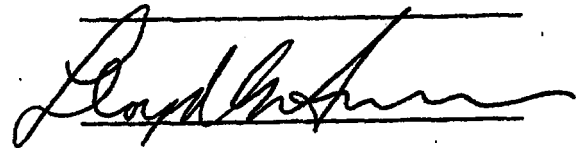




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FOR THE HOSPITAL:





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**LETTER OF UNDERSTANDING**

between

**SUDBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161**

The parties agree that on the request of either party a sub-committee of the Labour Management Committee will be convened to look at the feasibility of revising departmental schedules to minimize the incidents where employees are required to work seven (7) days in succession.

SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December 1994.

FOR THE UNION:

*Ray R. Fortin*  
*James Fitzguald*  
\_\_\_\_\_  
*Richard B. L.*

FOR THE HOSPITAL:

\_\_\_\_\_  
*Ray R. Fortin*  
*Marion E. Seale*  
\_\_\_\_\_  
\_\_\_\_\_



**LETTER OF UNDERSTANDING**

between

**SUDBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 161**

**RE: UNIFORMS**

The parties agree to meet, at the request of either party, through a Sub Committee of the Labour - Management Committee to review and discuss the uniforms in Housekeeping and the Dietary Department.

SIGNED AT Sudbury, Ontario this *6<sup>th</sup>* day of *December* 1994.

FOR THE UNION:

*Prop. R. Tolson*  
\_\_\_\_\_  
*Marina Filizguald*  
\_\_\_\_\_

\_\_\_\_\_

*Quinn L. E.*  
\_\_\_\_\_

FOR THE HOSPITAL:

\_\_\_\_\_  
*Raymond*  
\_\_\_\_\_  
*Marion C. Seave*  
\_\_\_\_\_

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**LETTER OF UNDERSTANDING**

between

**SUDBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 161**

**RE: PHOTOCOPYING**

The Hospital agrees to photocopy material for the Local Union as requested and to bill the Union for this service on a monthly basis, Local Union officials will present material to be photocopied to the Personnel Office Secretary who will arrange to have it photocopied and return to the official as expeditiously as possible.

SIGNED AT Sudbury, Ontario this 6<sup>d</sup> day of December 1994.

**FOR THE UNION:**

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*[Handwritten signature]*  
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**FOR THE HOSPITAL:**

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